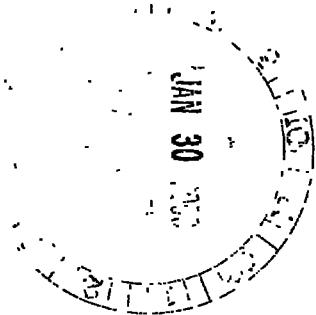




January 22, 2008



Mrs. Anne K. Quinlan, Secretary
Surface Transportation Board
395 E Street, SW, Suite 700
Washington, D.C. 20423-0001

RECORDATION NO. 25184-A FILED

JAN 31 '08 11-55 AM

SURFACE TRANSPORTATION BOARD

Re: Texas Railcar Leasing Company, Inc.
Recordation No. 25184, dated 09/17/2004 at 05:00:00 PM

Dear Mrs. Quinlan:

Border Capital Bank hereby executes a release of its security interest in the property described below. The security interest was attached and perfected by virtue of the recorded instrument referenced above.

Please release the following:

The document described is the Security Agreement, being a primary document, dated September 11, 2003. A description of the collateral covered by the document is as follows:

Fifty-eight (58) 2,931 cubic feet covered top hopper railcars identified as TRLX #5350 through #5507, not inclusive and five (5) pressure differential hoppers TRLX #80288 through TRLX #80292

Our cashier's check, in the amount of \$35.00, is enclosed for the release of lien fee.

Correspondence
January 18, 2008
Page Two

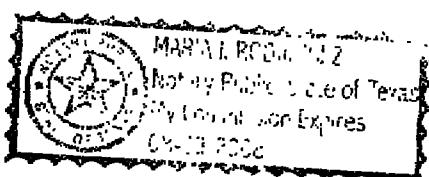
Please forward the released lien information to:

Texas Railcar Leasing Company, Inc.
Attention: Ms G. p. Novell
P.O. Box 1330
McAllen, Texas 78503

Sincerely,


Jan Fuller,
Loan Administration

This instrument was acknowledged before me on the 22th day of January, 2008, by
Jan Fuller, of Border Capital Bank, McAllen, Texas on behalf of said corporation.




Maria L. Rodriguez
Notary Public in and for the State of Texas

SECURITY AGREEMENTDATE OF AGREEMENT
07/12/2004

DEBTOR'S NAME

TEXAS RAILCAR LEASING COMPANY, A Texas Corporation

PO BOX 1330
MCALLEN, TX 78505SECURED PARTY'S NAME AND ADDRESS
MCALLEN NATIONAL BANK
P.O. BOX 5655
MCALLEN, TX 78503

L. GRANT OF SECURITY INTEREST. For value received, the undersigned (referred to as "Debtor" whether one or more) grants to Secured Party named above a security interest in the Collateral described below to secure the payment of the "Indebtedness" (as defined below) and performance of all Debtor's obligations and agreements in this Agreement or other documents evidencing the indebtedness. For purposes of this Agreement, any term used in the Uniform Commercial Code, as adopted and revised from time to time in the State of Texas in the Texas Business and Commerce Code ("UCC"), and not defined in this Agreement has the meaning given in the term in the UCC. Debtor's location (if other than the address reflected above) is in the state of TEXAS.

II. DESCRIPTION OF COLLATERAL. The "Collateral" shall include:

PURCHASE MONEY INTEREST CLAIMED. All equipment of whatever kind or nature, wherever located, now owned or hereafter acquired, and all returns, repossessions, exchanges, substitutions, replacements, attachments, parts, accessories, and accessions thereto and thereof and all proceeds thereof, (whether in the form of cash, instruments, chattel paper, general intangibles, accounts or otherwise), including, but not limited to the following fifty-eight (58) hopper railcars: TRXL #5350 THROUGH TRXL #5399 & TRXL #5500 THROUGH TRXL #5507. And a additional ton (10) hopper railcars: TRXL # 80288 THROUGH TRXL #80292.

The full assignment of all leases regarding the sixty-eight (68) railcars pertaining to Promissory Note #22600, in the amount of \$884,000.00, with McAllen National Bank, wherever located, now owned or hereafter acquired, and all proceeds thereof (whether in the form of cash, lease agreements, instruments, chattel paper, general intangibles, accounts or otherwise). The borrower and its assigns agree that none of the above-referenced railcars will leave the boundaries of the United States of America.

RECEIVED NO. 25784
5-00 PM

SEP 17 04

This term "Collateral" also includes to the extent not listed above as original collateral:

- (1) **After-Acquired Property.** After-acquired property, provided, however, the security interest will not attach to (a) consumer goods, other than motor vehicles when given as additional security, unless the Debtor acquires rights in them within 10 days after the Secured Party gives value, or (b) a commercial tort claim.
- (2) **Proceeds.** Proceeds, products, additions, contributions and accretions of the Collateral.
- (3) **Deposit.** Unless prohibited by law, any property (including individual Retention Accounts and other qualified retirement accounts), tangible or intangible, in possession of Secured Party at any time during the term of this Agreement, or any indebtedness due from Secured Party to Debtor, and any deposit or credit balance due from Secured Party to Debtor, and Secured Party may at any time while the same or any part of the Indebtedness remains unpaid, whether before or after maturity thereof, be appropriated held or applied toward payment of the Indebtedness or any obligation of Debtor to Secured Party.

III. SECURED INDEBTEDNESS. The security interest granted under this Agreement secures the following (referred to as the "Indebtedness"): (1) the performance of all of the agreements, oral, written and warranties of Debtor as set forth in this Agreement or any other agreement between Debtor and Secured Party, (2) all liabilities of Debtor to Secured Party of every kind and character, whether absolute or contingent, arising out of or in connection with this Agreement, (3) all future advances from Secured Party to Debtor, whether in the form of a loan for a similar or different purpose than any other loan to Debtor, (4) Debtor's accounts, whether business or personal, (5) direct or indirect liabilities, (6) judgments due to or become due and whether absolute or contingent, and (7) liabilities now existing or hereafter arising and however evidenced. (8) all extensions, renewals and deferrals of liabilities of Debtor to Secured Party for any term or terms, to which the undersigned hereby consents. (9) all interest and other finance charges due, or to become due, on the liabilities of Debtor to Secured Party. (10) All expenditures by Secured Party involving the performance or enforcement of Debtor's obligations, agreements and covenants contained in this Agreement, including expenses of collection, attorney fees, and expenses of Secured Party, and (11) All costs, attorney fees and other expenses of Secured Party, in the collection and enforcement of any obligation or liability of Debtor to Secured Party and in the collection, defense, sale or other liquidation of any of the Collateral.

IV. GENERAL PROVISIONS.

1. WAIVERS. No act, delay or omission, including Secured Party's written or oral waiver of a remedy after any default under this Agreement, shall constitute a waiver of any of Secured Party's rights and remedies nor expressly waived by writing under this Agreement or any other agreement between the parties. All of Secured Party's rights and remedies are cumulative and may be exercised singly or concurrently. The waiver or excuse of any one or more rights or remedies will not be a waiver or bar to the exercise of any other right or remedies upon any subsequent default. No waiver, change, modification or discharge of any provision of this Agreement will affect its terms in writing and signed by a duly authorized officer of Secured Party. Acceptance of any partial or less payment shall not constitute a waiver of any requirement of this Agreement or impose any additional conditions upon Secured Party, Debtor and all other signers, including guarantees, waive presentment, notice of dishonor and protest, notice of default, notice of intention to accelerate and notice of acceleration and consent to any and all covenants of time for any term or time regarding payment due, partial payment, or nonpayment before or after maturity Debtor and all other signers, including guarantees, under covenants in substitution, incorporation, release or compromise, with regard to the Collateral and the addition or release of or agreement not to any party or guarantee.

2. AGREEMENT BINDING ON ASSIGNS. This Agreement binds to the benefit of Secured Party's successors and assigns and is binding upon Debtor's heirs, executors, administrators, representatives, successors and permitted assigns (and all persons who become bound as a debtor to this Agreement, but no person released from or represented Debtor has any right to advance under any assignment or succession) secured by this Agreement.

3. CHANGES IN TERMS. Secured Party reserves the right to change any of the terms of this Agreement in accordance with applicable law and the provisions of this Agreement.

4. TERM OF AGREEMENT. This Agreement, and the security interest created by this Agreement, will remain in force until all of the Indebtedness is paid in full, unless the security interest created by this Agreement is earlier terminated by Secured Party in writing.

5. RIGHTS OF SECURED PARTY ASSUMED. Secured Party, at any time and in its option, may assume, transfer or assign its rights under this Agreement as whole or in part, and any transfers or assignments shall have all Secured Party's rights in the parts of them so pledged, transferred or assigned. Debtor's rights under this Agreement or in the Collateral may not be assigned without Secured Party's prior written consent.

6. JOINT AND SEVERAL RESPONSIBILITY OF DEBTOR AND SURETIES. The responsibilities of Debtor and any co-debtors, guarantors, surety or accommodation party under this Agreement are joint and several, and the references to Debtor in this Agreement shall be deemed to refer to each such person, including any person who pledges Collateral even if such person is not otherwise liable under this Agreement.

7. SEPARABILITY OF PROVISIONS. If any provision of this Agreement shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Agreement and this Agreement shall be construed as if such invalid or unenforceable provision had never existed.

GOVERNING LAW. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, except to the extent that the UCC provides for application of the law where the Debtor or the Collateral is located (if other than Texas) as the case may be.

9. ENTIRE AGREEMENT. This Agreement, together with any mortgage of real estate which may be filed in connection therewith, constitutes the entire agreement between the parties hereto. This Agreement may be amended or modified only by a writing signed by Secured Party specifying that it is a modification, amendment or addition to this Agreement.

V. EVENTS OF DEFAULT. Debtor shall be in default under this Agreement upon the happening of any one or more of the following events or conditions, called "Events of Default" in this Agreement:

1. If any warranty, covenant, agreement, representation, financial information or statement made or furnished to Secured Party by Debtor, any surety or co-signer, or otherwise by Debtor's behalf, to induce Secured Party to enter into this Agreement, or in conjunction with it, is violated or proven to have been false in any material respect when made or furnished.
2. If any payment required in this Agreement or under any other agreement or obligation of Debtor to Secured Party or to others is not made when due or in accordance with the terms of the applicable contract.

3. If Debtor fails to make the performance of any covenant, obligation, warranty, or provision contained in this Agreement or any other agreement, mortgage or obligation of Debtor to Secured Party or others, including without limitation, on Debtor's failure to return the Collateral or related use of the Collateral.

4. If any event or condition exists or occurs which results in acceleration of the maturity of any obligation of Debtor to Secured Party or to others under any note, mortgage, indenture, agreement or understanding.

5. If anyone makes any levy against or seizes, garnishes or attaches any of the Collateral, or Debtor consensually waives any of the Collateral, or if Debtor sells, leases, or otherwise disposes of any of the Collateral without Secured Party's prior written consent as required by this Agreement or any mortgage executed in connection with this Agreement.

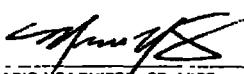
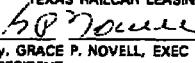
6. If Debtor is insolvent or becomes insolvent or if Debtor's assets are insufficient to pay its debts as they become due.

7. If Debtor or any surety, co-signer or jointly and severally liable, terminates existence, or becomes bankrupt, if a receiver is appointed over any part of Debtor's property or any part of the Collateral, if Debtor makes an assignment for the benefit of creditors, or if any proceeding is commenced under any bankruptcy or insolvency law by or against Debtor or any guarantor or surety, for Debtor.

8. If the Collateral is removed from the location specified in this Agreement or in a separate notice to Secured Party without Secured Party's prior written consent, except for temporary periods in the ordinary course of business or the Collateral.

11. Secured Party shall receive at any time following the closing a filing report indicating that Secured Party's security interest is not prior to all other security interests or other interests reflected in the report.

VI. ADDITIONAL PROVISIONS. The undersigned specifically agree to all of the "Addendum Provisions" on the reverse side of this Agreement.

SECURED PARTY'S SIGNATURE		DEBTOR'S SIGNATURE	
MCALLEN NATIONAL BANK		TEXAS RAILCAR LEASING COMPANY, A Texas Corporation	
 By: MARIO YSAQUIRRE, SR. VICE PRESIDENT		 By: GRACE P. NOVELL, EXEC VICE PRESIDENT	

